

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
FOWLER AND GEORGIA STREET IMPROVEMENT PARTNERSHIP

[Signature]
THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 3rd day of ~~December~~, 2010 between the City of Richland, Washington, a Washington Municipal Corporation and the Port of Kennewick, Washington, referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, the Jurisdictions have determined that Fowler and Georgia Streets and associated underground utilities adjacent thereto or nearby, are in need of improvements in Richland, Washington to serve the Spaulding Business Park economic development, which is in the best interest of the Jurisdictions and the public and;

WHEREAS, said project will help the economic development of the area; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to improve the Business Park by installing upgraded underground utilities the Business Park located in Richland, Washington (the Project).

Section 2. Administration. This Agreement shall be administered by the Richland City Manager or his designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding. Each Jurisdiction hereby commits to provide funding as set forth below:

- | | | |
|-----|-------------------------------|-------------|
| (a) | City of Richland, Washington: | \$13,560.30 |
| (b) | Port of Kennewick | \$7,350.00 |

Such funding shall be used for actual construction work for the Project.

Section 4. Modification. This Agreement may be modified only by unanimous written consent of each Jurisdiction.

Section 5. Term Of Agreement And Termination.

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of completion of the Project.

Section 6. Inspection Of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 7. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 8. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

C Johnson
Cynthia D. Johnson
City Manager

Date: 2/7 2010

ATTEST:

Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

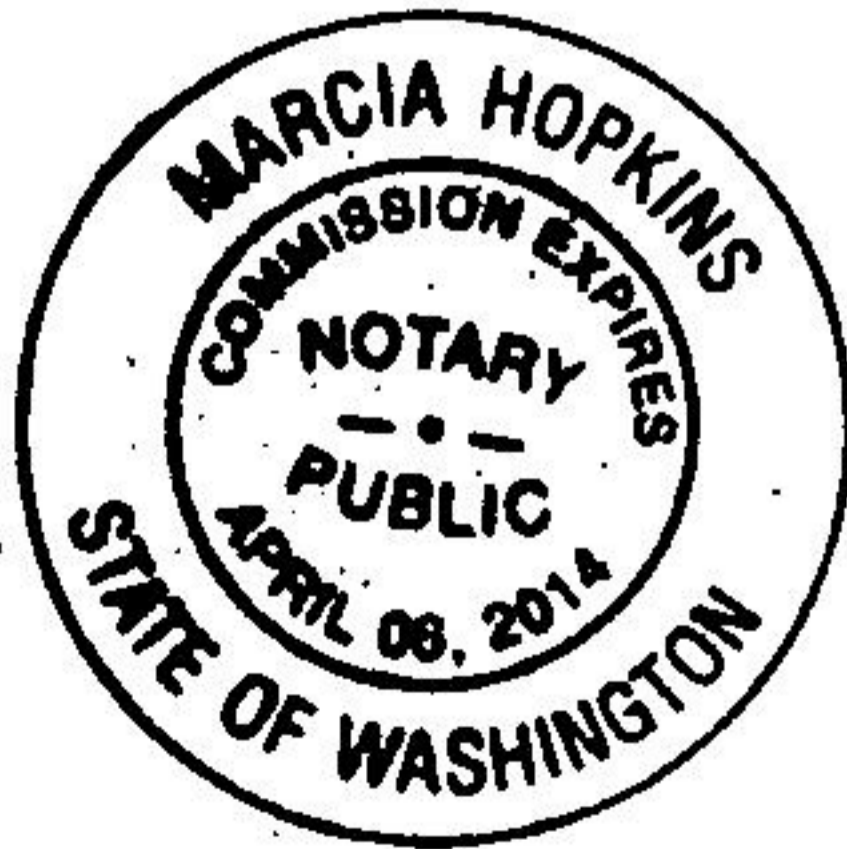
Thomas O. Lampson
Thomas O. Lampson, City Attorney

Date: February 3 2010

STATE OF WASHINGTON)
) **ss.**
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that Cynthia D. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 7 day of February 2010 M.H.



Marcia Hopkins
Signature of Notary

MARCIA HOPKINS
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

Richland WA
My appointment expires 4-6-14

PORT OF KENNEWICK



Tim Arntzen,
Executive Director

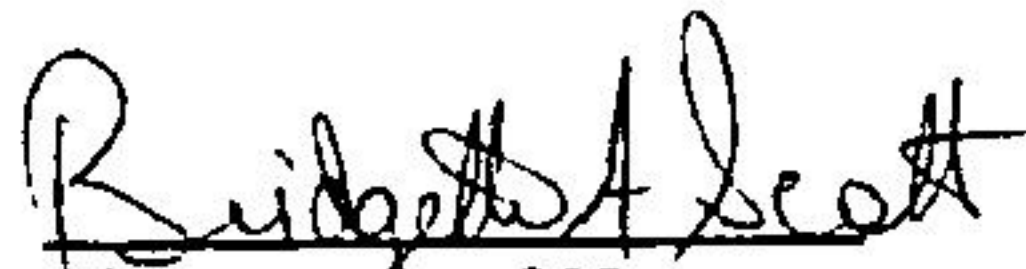
Date: 12/02 2010

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

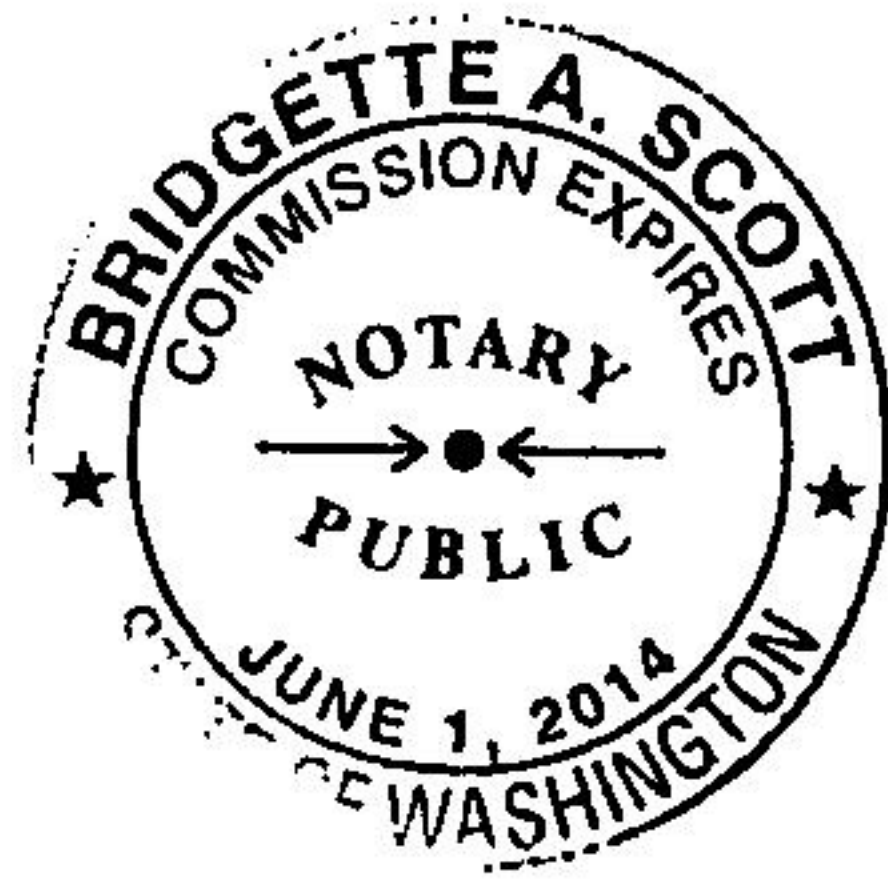
ss.

I certify that I know or have satisfactory evidence that Tim Arntzen is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 2nd day of December, 2010.



Signature of Notary



Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

Kennewick WA
My appointment expires 6-1-2014